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T.R.A. DOCKET ROOM

May 19, 2003

The Honorable Sara Kyle, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

RE: Interconnection Amendment – NTCH-WEST and Frontier

Dear Chairman Kyle:

03-00356

Enclosed for TRA approval are an original and 14 copies of Amendment Two to an Interconnection and Traffic Interchange Agreement for Cellular and other 2-Way Mobile Radio Services between Citizens Telecommunications Company of Tennessee, LLC d/b/a Frontier Communications of Tennessee and NTCH-WEST TENN, Inc.

A check for fifty dollars (\$50.00) to cover this filing fee is enclosed.

Please stamp as received the additional copy and return it in the enclosed envelope.

If you have any questions, please call me at 304-325-1216.

Sincerely,

J. Michael Swatts
State Government Affairs Director

Enclosure

**AMENDMENT TWO TO THE
INTERCONNECTION AND TRAFFIC INTERCHANGE
AGREEMENT FOR CELLULAR AND OTHER 2-WAY MOBILE
RADIO SERVICES**

This Amendment Two to the Agreement for Interconnection and Traffic Interchange for Cellular and other 2-Way Mobile Radio Services (the "Agreement") between Citizens Telecommunications Company of Tennessee, LLC. d/b/a Frontier Communications of Tennessee LLC. ("Citizens") and NTCH-WEST TENN, Inc. ("Carrier"), is made this 25th day of February, 2003. Citizens and Carrier are referred to herein collectively as the "Parties".

Citizens and Carrier entered into the Agreement on February 4, 2002.

Citizens and Carrier desire to amend the Agreement.

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the Parties agree as follows:

- 1) Revised language in Type 2B Service Attachment in Martin, Tennessee.
- 2) Add Type 2B Service Attachment in Dresden, Tennessee.
- 3) Add Type 2B Service Attachment in Sharon, Tennessee.

All other terms and conditions of the Agreement will remain in full force and effect.

For Carrier:
NTCH-WEST TENN, Inc.

By: Thomas E. Sams

Typed: Thomas E. Sams

Title: Project Manager

Date: 3-25-03

For Citizens:
Citizens Telecommunications
Company of Tennessee LLC d/b/a Frontier
Communications of Tennessee LLC

By: Laurie Maffett

Typed: Laurie Maffett

Title: V.P. Regulatory & Carrier Services

Date: 4/21/03

SERVICE ATTACHMENT - TYPE 2B

Section 1 - Description

Citizens' interconnection location: Martin, Tennessee
MARTTNXADS0
NPA 731 NXX 587

Carrier's interconnection location: Martin, Tennessee
OCN : 5715

Point of Interconnection (POI): MARTTNXA3MD via Two-Way Trunk Group(s)
NPA 731 NXX 255

Legal Entities: NTCH-WEST TENN, Inc.

Citizens Telecommunications Company of Tennessee, LLC d/b/a Frontier
Communications of Tennessee, LLC

Effective Date: First Business Day After State Approval

Section 2 - Usage Sensitive Charges

2.1 Charges for Reciprocal Transport and Termination of Local Traffic Interchanged
Between The Parties:

The land-to-mobile originating rate is limited in application to Land-to-Mobile (Originating) calls that originate in the Citizens Local Calling Area at the Point of Interconnection. The mobile-to-land terminating rate is limited in application to Mobile-to-Land (Terminating) calls that terminate at a point within a Citizens Exchange Area and originates within the MTA. All other traffic is subject to access rates.

When measurement capabilities are not available in a Citizens' end office or access tandem, the following assumed minutes of use figures will apply to charges for reciprocal compensation for traffic exchanged between Parties in both the MOBILE-TO-LAND DIRECTION and the LAND-TO-MOBILE. Each Party agrees each DSO will equal 5,000 assumed minutes of use per month for each voice grade connecting circuit. For example, based on the Traffic Factors below: If we have (24) DSOs or (1) DS1, Citizens would bill Carrier for 3,500 minutes per month for each DSO and Carrier would bill Frontier for 1,500 minutes per month for each DSO (84,000 and 36,000 respectively for a DS1).

Carrier shall assume 70% ownership of the assumed minutes and Citizens shall assume 30% ownership of the assumed minutes (i.e., the ratio of Mobile to Land traffic is 70/30).

The rates in this Section 2 constitute compensation to the Parties for both the transport and termination of local traffic interchanged between them.

2.2	Mobile-to-Land (Terminating) per minute*	\$0.008
	Land-to-Mobile (Customer charges Citizens) per minute	\$0.000
	Wireline to Wireline (Land to Land)	Bill and Keep

If the ratio of Mobile-to-Land minutes of use divided by Land-to-Mobile minutes of use is less than 1.0 in any given month, then traffic in that month will be exchanged on a Bill-and-Keep basis.

Non-MTA**

Access rates apply

*limited in application to calls originating on Carrier's system within its Service Area and terminating at a point in a Citizens exchange area within the MTA

**applicable to mobile-to-land (terminating) calls terminating at a point in a Citizens exchange area but which did not originate on Carrier's system within the MTA.

Land to Mobile calls originated by Citizens subscriber (All calls are defined by NXX of calling and called Parties):

- a) Local calls as defined by Citizens tariff within Citizens ILEC territory - reciprocal compensation applies.
- b) EAS calls as defined by Citizens tariff - reciprocal compensation applies.
- c) Where call is handled by a presubscribed carrier - calls will be routed to the appropriate carrier and reciprocal compensation would not apply.

Mobile to Land calls originated by Carrier, where call terminates to Citizens subscriber (All calls are defined by NXX of calling and called Parties):

- a) Local calls within Citizens territory - reciprocal compensation applies.
- b) EAS calls - reciprocal compensation applies.
- c) All other intra-MTA calls terminating to Citizens subscriber - reciprocal compensation applies.
- d) Inter-MTA calls will be sent over separate trunk groups which will be subject to access charges, or will be sent via inter-exchange carrier.

Section 3 - Network Facilities

If Citizens is requested to provide facilities between the Point of Interconnection and any Carrier facilities or locations within Citizens Service Area, such facilities will be provided pursuant to the special access services' provisions of Citizens FCC #1 Tariff, Section 7. The tariff rates for such facilities are subject to change during the term of this Agreement as such tariff rates and provisions may be amended from time to time.

Section 4 – Traffic Factors

Mobile-To-Land Traffic Factor	70%
Land-To-Mobile Traffic Factor	30%

SERVICE ATTACHMENT - TYPE 2B

Section 1 - Description

Citizens' interconnection location: Dresden, Tennessee
DRSDTNXADSO

Carrier's interconnection location: Dresden, Tennessee
OCN : 5715

Point of Interconnection (POI): DRSDTNXA2MD via Two-Way Trunk Group(s)
NPA 731 NXX 255

Legal Entities: NTCH-WEST TENN, Inc.

Citizens Telecommunications Company of Tennessee, LLC d/b/a Frontier
Communications of Tennessee, LLC

Effective Date: First Business Day After State Approval

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Non-MTA**	Access rates apply
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Section 4 - Traffic Factors

Mobile-To-Land Traffic Factor	70%
Land-To-Mobile Traffic Factor	30%

SERVICE ATTACHMENT - TYPE 2B

Section 1 - Description

Citizens' interconnection location: Sharon, Tennessee
SHRNTNXADSO

Carrier's interconnection location: Sharon, Tennessee
OCN : 5715

Point of Interconnection (POI): SHRNTNXA1MD via Two-Way Trunk Group(s)
NPA 731 NXX 255

Legal Entities: NTCH-WEST TENN, Inc.

Citizens Telecommunications Company of Tennessee, LLC d/b/a Frontier
Communications of Tennessee, LLC

Effective Date: First Business Day After State Approval

Section 2 - Usage Sensitive Charges

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